

Appendix 1-3

USPS Special Use Permit for Facilities

United States
Department of
Agriculture

Forest
Service

Manti-LaSal
National Forest

599 West Price River Dr.
Price, Utah 84501

Reply to: 2820

Date: May 11, 1988

Andrew C. King
Genwal Coal Company
P.O. Box 1201
Huntington, Utah 84528

Dear Mr. King:

Your request to extend the term of your special use permit dated July 28, 1983 has been approved. Enclosed is an Amendment to your permit with a termination date of December 31, 1992. The conditions and provisions of the existing permit are still applicable.

Also, we are returning the \$25.00 check for the 1988 season. We received payment for the special use on January 11, 1988 (copy of paid bill for collection is enclosed).

If you have any questions regarding this letter or Amendment please contact Walt Nowak at the Price office.

Sincerely,



ROSS E. BUTLER
Branch Chief - Lands

Enclosure

<p align="center">AMENDMENT FOR SPECIAL USE PERMIT Ref: FSM 2714</p>	a. Record no. (1-2) <p align="center">70</p>	b. Region (3-4) <p align="center">04</p>	c. Forest (5-6) <p align="center">10</p>
	d. District (7-8) <p align="center">03</p>	e. User number (9-12) <p align="center">4090</p>	f. Kind of use (13-15) <p align="center">912</p>
<p>THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE</p> <p><input type="checkbox"/> TERM <input type="checkbox"/> ANNUAL PERMIT</p>	g. State (16-17) <p align="center">49</p>	h. County (18-20) <p align="center">015</p>	i. Card no. (21) <p align="center">1</p>


For Sedimentation Pond issued to _____

Genwal Coal Company (KIND OF PERMIT)
(NAME OF PERMITTEE), on July 28, 1983 (DATE OF PERMIT)

which is hereby amended as follows:

Extending the termination date to December 31, 1992.

This Amendment is accepted subject to the conditions set forth herein, and to conditions _____ to
_____ attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	GENWAL COAL COMPANY	TITLE	
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
		Acting Forest Supervisor	5/11/88

ANNUAL
SPECIAL USE PERMIT

~~Act of June 4, 1897~~

This permit is revocable and nontransferable
(Ref. FSM 2710)

Act of October 21, 1976 (P.L. 94-579)

a. Record no. (1-2)	b. Section (3-4)	c. Forest (5-6)
70	04	LQ
d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
03	4090	912
g. State (16-17)	h. County (18-20)	i. Cord no. (21)
49	015	1

Permission is hereby granted to Genwal Coal Company

of Huntington, Utah

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements: An area approximately 150 X 400 ft. adjacent to the eastern boundary of Genwal's Federal Coal Lease SL-062648 located in Sec 5 T16S, R7E, SLM.

This permit covers 1.5 acres and/or _____ miles and is issued for the purpose of:
constructing portions of a coal mine sedimentation pond and portal area.

1. Construction or occupancy and use under this permit shall begin within 12 months, and construction, if any, shall be completed within 24 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of twenty five Dollars (\$ 25.00) for the period from January 1 19 83, to December 31 19 83, and thereafter annually on the first business day following January 1 of each year twenty-five Dollars (\$ 25.00):
Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 34 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE <u>GENWAL COAL CO., INC.</u>	SIGNATURE OF AUTHORIZED OFFICER <u>W. C. Waller</u>	DATE <u>May 9, 1983</u>
ISSUING OFFICER	NAME AND SIGNATURE <u>James E. Little</u>	TITLE <u>ACTING FOREST SUPERVISOR</u>	DATE <u>7/29/83</u>

(CONTINUED ON REVERSE)

4. Any plan for planting, layout, construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at current value; young-growth timber below merchantable size at current damage appraisal value; *provided* Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or interest in this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom the premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the national forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. (A-13) - A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$15, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If the due date falls on a nonworkday, the late payment charge will not apply until the end of the next workday.
19. (B-2) - During the performance of this permit, the permittee agrees:
- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
 - c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
20. (B-8) - The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
21. (C-3) - As a further guarantee of the faithful performance of the provisions as stated in the letter dated 12/22/82 which becomes a part of this permit, the permittee agrees to deliver and maintain a surety bond in the amount of two thousand dollars (\$2000.00). Prior to undertaking additional construction or alteration work not provided for in the above clause(s) or when the improvements are to be removed and the area restored, the permittee shall deliver and maintain a surety bond in an amount set by the Forest Service, which amount shall not be in excess of the estimated loss which the Government would suffer upon default in performance of this work. Should the sureties or the bonds delivered under this permit become unsatisfactory to the Forest Service, the permittee shall, within thirty (30) days of demand, furnish a new bond with surety, solvent and satisfactory to the Forest Service. In lieu of surety bond, the permittee may deposit into a Federal depository, as directed by the Forest Service, and maintain therein, cash in the amounts provided for above, or negotiable securities of the United States having a market value at time of deposit of not less than the dollar amounts provided above.

The permittee's surety bond will be released, or deposits in lieu of bond, will be returned thirty (30) days after certification by the Forest Service that priority installations under the development plan are complete, and upon furnishing by the permittee of proof satisfactory to the Forest Service that all claims for labor and material on said installations have been paid or released and satisfied. The Permittee agrees that all moneys deposited under this permit may, upon failure on his part to fulfill all and singular and requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.

22. (C-9) - No storage or transportation of water on the National Forest lands covered by this permit shall be made until the facilities have been constructed in accordance with the approved plans and specifications, the permittee has submitted certification thereof by a registered professional engineer, and the permittee has received written approval from the Forest Service.
23. (C-10) - The permittee agrees to remove all timber and brush from the area to be flooded.
24. (C-12) - The plans on sheets entitled, Drawing No. G01-C-016, dated 12/4/81; Drawing No. G01-C-017, dated 12/3/82; Drawing No. G01-C-018, dated 12/4/82; Drawing No. G01-C-020, dated 5/25/82; Drawing No. G01-C-021, dated 5/27/82; Drawing No. G01-C-022, undated; and Drawing No. G01-C-023, also undated submitted by Boyle Engineering Corp for Genwal Coal Company, and the related specifications prepared by Utah Division of Oil, Gas, and Mining and subsequent revisions approved by the Forest Service are attached to and hereby made a part of this permit.
25. (D-3) - The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
26. (D-4) - The permittee shall take reasonable precautions to protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the permittee shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the permittee shall cause such official survey records as are affected to be amended as provided by law.
27. (D-7) - The permittee shall be responsible for the prevention and control of soil erosion and gullyng on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by the Forest Service.

28. (E-4) - Unless sooner terminated or revoked by the Forest Supervisor in accordance with the provisions of this permit, this permit shall expire and become void on December 31, 1987, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than three months prior to said date that such new permit is desired.
29. (X-4) - This permit is issued on the condition that the permittee has secured, or will secure, the consent of any person having valid claim to the land.
30. (X-5) - The land herein described is subject to certain rights reserved by or outstanding in parties other than the United States, and nothing herein shall abridge said rights or authorize prevention or obstruction of the reasonable exercise thereof.
31. (X-6) - This permit is subject to the rights and privileges granted in mineral, oil, or gas leases covering this land which have been issued by an authorized agency of the United States, and this permit does not authorize the prevention or obstruction of the reasonable exercise of the rights and privileges granted by said mineral, oil, or gas leases.
32. (X-17) - If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the permittee will cease excavation in the area so affected. He will then notify the Forest Service and will not resume excavation until written approval is given.
33. (X-19) - The permittee agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the permittee of the privileges thereof.
34. (X-18) - This permit confers no right to the use of water by the permittee.

United States Department of Agriculture
Forest Service

2-4
Special Use Permit
Feb. 10, 1988

SPECIAL USE PERMIT

Act of June 4, 1897

This permit is revocable and nontransferable

a. Record no.(1-2)	b. Region(3-4)	c. Forest(5-6)
70	04	10
d. District(7-8)	e. User number(9-12)	f. Kind of use (13-15)
03	4090	522
g. State(16-17)	h. County(18-20)	k. Card no.(21)
49	007	1

Permission is hereby granted to Genwal Coal Company, Incorporated

of P.O. Box 1201, Huntington, Utah 84528,
hereinafter called the permittee, to use subject to the conditions set out below,
the following described lands or improvements:

T16S., R7E., SLM

Section 6, SW quarter NE quarter

This permit covers .10 acres and/or - - miles and is issued for the
purpose of:

Snow storage and summer parking

1. Construction or occupancy and use under this permit shall begin within
1 months, and construction, if any, shall be completed within - -
months, from the date of the permit. This use shall be actually exercised at
least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest
Service, U.S. Department of Agriculture, the sum of Twenty-five Dollars
(\$ 25.00) for the period from May 1 1987, to December 31, 1987,
and thereafter annually on January 1,
Twenty-five Dollars (\$ 25.00): Provided, however, Charges
for this use may be made or readjusted whenever necessary to place the charges on
a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to
conditions 18 to 26 attached hereto and made a part of this permit.

	name of permittee	*signature of authorized officer	date
PERMITTEE	Genwal Coal Company, Incorporated	TITLE <u>President</u>	<u>8/23/87</u>
ISSUING OFFICER	name and signature <u>Ross E Butler</u>	TITLE Acting Forest Supervisor	date <u>8/17/87</u>

4. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value: provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy

of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. (A-6) Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3101, et seq., and regulations at 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment not made by the payment due date. Interest shall be assessed using the most current rate prescribed by the United States Department of the Treasury's Fiscal Manual (TFM-6-8025.20). Interest shall accrue from the date the fee payment was due. In addition, certain processing and handling administrative costs may be assessed in the event the account becomes delinquent and added to the amounts due.

A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date.

Payments will be credited on the date received by the designated collection officer or deposit location. If the payment due date(s) falls on a nonworkday, the interest and penalty charges shall not apply until the close of business of the next workday.

19. (B-8) The holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
20. (B-24) Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the Forest that present risks which the holder assumes. The holder has responsibility of inspecting the site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.
21. (D-3) The holder shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
22. (D-6) Slope stabilization and the prevention of soil erosion and gullyng throughout the permitted area and adjacent lands will be accomplished by
- a. Carrying out the provisions of an erosion control plan prepared by the holder and approved by the authorized officer.
23. (D-9) Holder shall be responsible for prevention and control of soil erosion and gullyng on lands covered by this permit and adjacent thereto, resulting from construction, operation, maintenance, and termination of the permitted use. Holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. Holder shall revegetate or otherwise stabilize

all ground where the soil has been exposed and shall construct and maintain necessary preventive measures to supplement the vegetation.

24. (E-2) Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on December 31, 1992, but a new special-use authorization to occupy and use the same National Forest System land may be granted provided the holder will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the authorized officer not less than six months prior to said date that such new authorization is desired.
25. (X-3) Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the authorized officer in the form of a new permit or permit amendment.
26. (X-19) The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

United States Department of Agriculture
Forest Service

2-4

Special Use Permit
Feb. 10, 1988

SPECIAL USE PERMIT

Act of June 4, 1897

This permit is revocable and nontransferable

a. Record no.(1-2)	b. Region(3-4)	c. Forest(5-6)
70	04	10
d. District(7-8)	e. User number(9-12)	f. Kind of use (13-15)
03	4090	522
g. State(16-17)	h. County(18-20)	k. Card no.(21)
49	007	1

Permission is hereby granted to Genwal Coal Company, Incorporated

of P.O. Drawer 1201, Huntington, Utah 84528,
hereinafter called the permittee, to use subject to the conditions set out below,
the following described lands or improvements:

- W quarter Section 5 T16S., R7E., - Stockpile #1
- W quarter Section 5 T16S., R7E., - Stockpile #2
- NW quarter Section 4 T16S., R7E., - Stockpile #3.

This permit covers .9 acres and/or - - miles and is issued for the
purpose of:

- Stockpile #1 - .2 acres
- Stockpile #2 - .2 acres
- Stockpile #3 - .5 acres

Storage of Topsoil material from the development of minesite

1. Construction or occupancy and use under this permit shall begin within
1 month, and construction, if any, shall be completed within - -
months, from the date of the permit. This use shall be actually exercised at
least 180 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest
Service, U.S. Department of Agriculture, the sum of Twenty-five Dollars
(\$ 25.00) for the period from May 1 1987, to December 31, 1987,
and thereafter annually on January 1,
Twenty-five Dollars (\$ 25.00): Provided, however, Charges
for this use may be made or readjusted whenever necessary to place the charges on
a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to
conditions 18 to 26 attached hereto and made a part of this permit.

	name of permittee	*signature of authorized officer	date
PERMITTEE	Genwal Coal Company, Incorporated	<i>[Signature]</i> VICE PRESIDENT	8/13/87
	name and signature	TITLE	date
ISSUING OFFICER	<i>[Signature]</i> Ross E. Butler	Acting Forest Supervisor	8/17/87

2700-4 (7/71)

4. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value: provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy

of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. (A-6) Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3101, et seq., and regulations at 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment not made by the payment due date. Interest shall be assessed using the most current rate prescribed by the United States Department of the Treasury's Fiscal Manual (TFM-6-8025.20). Interest shall accrue from the date the fee payment was due. In addition, certain processing and handling administrative costs may be assessed in the event the account becomes delinquent and added to the amounts due.

A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date.

Payments will be credited on the date received by the designated collection officer or deposit location. If the payment due date(s) falls on a nonworkday, the interest and penalty charges shall not apply until the close of business of the next workday.

19. (B-8) The holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
20. (B-24) Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the Forest that present risks which the holder assumes. The holder has responsibility of inspecting the site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.
21. (D-3) The holder shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
22. (D-6) Slope stabilization and the prevention of soil erosion and gullyng throughout the permitted area and adjacent lands will be accomplished by
- a. Carrying out the provisions of an erosion control plan prepared by the holder and approved by the authorized officer.
23. (D-9) Holder shall be responsible for prevention and control of soil erosion and gullyng on lands covered by this permit and adjacent thereto, resulting from construction, operation, maintenance, and termination of the permitted use. Holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. Holder shall revegetate or otherwise stabilize

all ground where the soil has been exposed and shall construct and maintain necessary preventive measures to supplement the vegetation.

24. (E-2) Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on December 31, 1992, but a new special-use authorization to occupy and use the same National Forest System land may be granted provided the holder will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the authorized officer not less than six months prior to said date that such new authorization is desired.
25. (X-3) Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the authorized officer in the form of a new permit or permit amendment.
26. (X-19) The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

**USFS SPECIAL USE PERMIT
FOR FACILITIES**

2-4
Special Use Permit
for Facilities
Feb. 10, 1988

United States Department of Agriculture
Forest Service

**SPECIAL USE APPLICATION AND REPORT
(Reference FSM 2712)**

This report is authorized by the Organic Act of June 4, 1897 for the purpose of evaluating the proposed use and no permit may be issued unless this form is completed or the information it requires has been made a part of the record in some other manner.

FOREST SERVICE USE ONLY

a. Record no. (1-2) 70	b. Region (3-4) --	c. Forest (5-6) --
d. District (7-8) --	e. User number (9-12) ----	f. Kind of use (13-15) ----
g. State (16-17) --	h. County (18-20) ---	i. Card No. (21) 1

PART I - APPLICATION (To be completed by applicant)

Application is hereby made for a permit to use National Forest land as indicated below:

1. Description of land: (Attach MAP or PLAT)

Strip of ground app. 400 feet long and app. 150 feet adjacent to Federal Coal Lease SL-062648 as shown on map no. 1 accompanying this application. Parcel described as follows; starting at the southwest corner of the SE 1/4 of the NW 1/4 of Section 5, extending west 400 feet, then east 150 feet, north 400 feet, then west 150 feet. All in T. 16 S., R. 7 E., SLM, Utah.

2. Purpose of use.

Necessary to construct surface facilities required for Genwal's Crandall Canyon Mine.

3. Land Area applied for (For Rights-of-Way show length and width and convert to acres; for other uses show acres)

Length in: (Miles) or (Feet) X Width (Feet) = App. 1.5 acres
(Acres)

4. Improvements

a. Description Parcel will be used for portion of sediment pond and portion access pad. Plans for both of these surface features to be completed are included with Genwal's "Mine Permit Application" and resp to ACR review, both of which have been submitted to U.S. F.S. supervisors office and district ranger's office for the Uinta - La Sal Forest.

b. Plans attached ☒ Yes ☐ No. If "NO" show date plans will be furnished

c. Estimated cost

unknown as of this date

d. Construction will begin within

2 months
(Months)

e. Construction will be completed within

6 months
(Months)

Date of Application

September 10,
1981

Applicant's name and signature

W.C. Wollen
Genwal Coal Co., Inc.
Box 1201
Huntington, Utah 84528

Applicant's address

Box 1201
Huntington, Utah

(ZIP Code)

Previous edition of this form is obsolete

(OVER)

FS-2700-3 (11/78)